

GRD98NVS

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	DEVELOPMENT IMPROVEMENTS AGREEMENT
NAME OF CONTRACTOR:	G ROAD LLC
PROJECT/SUBDIVISION:	NORTH VALLEY SUBDIVISION FILING 4
ADDRESS:	W SIDE OF 24 ³ / ₄ ROAD, N OF G ROAD
TAX PARCEL NO:	2701-334-06-079
FILE #:	RZF-1996-216
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1998
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

21 PAGE DOCUMENT

DEVELOPMENT IMPROVEMENTS AGREEMENT

Book 2452 Page 1

1. **Parties:** The parties to this Development Improvements Agreement ("the Agreement") are G Road LLC ("the Developer") and THE CITY OF GRAND JUNCTION, Colorado ("the City").

THEREFORE, for valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. **Effective Date:** The Effective Date of the Agreement will be the date that this agreement is recorded which is not sooner than recordation of the Final Plat North Valley Subd. Filing 4.

RECITALS

The Developer seeks permission to develop property within the City to be known as North Valley Subd. Filing 4, which property is more particularly described on Exhibit "A" attached and incorporated by this reference (the "Property"). The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the development and limiting the harmful effects of substandard developments. The purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the development or for the benefit of the purchasers or users of the development. The mutual promises, covenants, and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and the City's land development ordinances.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer will design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit "B" attached and incorporated by this reference. The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit B. The Developer's obligation to complete the improvements is and will be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement (except its obligations for warranty under paragraph 6), the Developer will enter into an agreement which complies with either option identified in paragraph 28, or other written agreement between the City and the Developer.

5. **Standards:** The Developer shall construct the Improvements according to the standards and specifications required by the City Engineer or as adopted by the City.

6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of twelve (12) months from the date that the City Engineer accepts or approves the improvements completed by the Developer.

7. **Commencement and Completion Periods:** The improvements, each and every one of them, will be completed within one year from the Effective Date of this Agreement (the "Completion Period").

8. **Compliance with Law:** The developer shall comply with all relevant federal, state and local laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement.

9. **Notice of Defect:** The Developer's Engineer shall provide timely notice to the Developer, contractor, issuer of security and the City Engineer whenever inspection reveals, or the Developer's Engineer otherwise has knowledge, that an improvement does not conform to City standards and any specifications approved in the

development application or is otherwise defective. The developer will have thirty (30) days from the issuance of such notice to correct the defect.

10. **Acceptance of Improvements:** The City's final acceptance and/or approval of improvements will not be given or obtained until the Developer presents a document or documents, for the benefit of the City, showing that the Developer owns the improvements in fee simple and that there are no liens, encumbrances, or other restrictions on the improvements. Approval and/or acceptance of any improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the improvement that is detected or which occurs after approval and/or acceptance.

11. **Use of Proceeds:** The City will use funds deposited with it or drawn pursuant to any written disbursement agreement entered into between the parties only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

12. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period:

- a. Developer's failure to complete each portion of the Improvements in conformance with the agreed upon time schedule; the City may not declare a default until a fourteen (14) calendar day notice has been given to the Developer;
- b. Developer's failure to demonstrate reasonable intent to correct defective construction of any improvement within the applicable correction period; the City may not declare a default until a fourteen (14) calendar day notice has been given to the Developer;
- c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; in such event the City may immediately declare a default without prior notification to the Developer;
- d. Notification to the City, by any lender with a lien on the property, of a default on an obligation; the City may immediately declare a default without prior notification to the Developer;
- e. Initiation of any foreclosure action of any lien or initiation of mechanics lien(s) procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; the City may immediately declare a default without prior notification to the Developer.

13. **Measure of Damages:** The measure of damages for breach of this Agreement by the Developer will be the reasonable cost of satisfactorily completing the Improvements plus reasonable City administrative expenses. For improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of a letter of credit, the subdivision improvements disbursement agreement or cash escrow establish the maximum amount of the Developer's liability.

14. **City's Rights Upon Default:** When any event of default occurs, the City may draw on the letter of credit, escrowed collateral, or proceed to collect any other security to the extent of the face amount of the credit or full amount of escrowed collateral, cash, or security less ninety percent (90%) of the estimated cost (as shown on Exhibit "B") of all improvements previously accepted by the City or may exercise its rights to disbursement of loan proceeds or other funds under the improvements disbursement agreement. The City will have the right to complete improvements itself or it may contract with a third party for completion, and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes

of constructing, reconstructing, maintaining, and repairing such improvements. Alternatively, the City may assign the proceeds of the letter of credit, the improvements disbursement agreement, the escrowed collateral, cash, or other funds or assets to a subsequent developer (or a lender) who has acquired the development by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements and provides reasonable security for the obligation. In addition, the City may also enjoin the sale, transfer, or conveyance of lots within the development, until the improvements are completed or accepted. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

15. **Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained, or alleged to be received or sustained, by any person or entity in connection with, or on account of, any act or failure to act concerning the performance of work at the development or the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named in an action concerning the performance of work or the failure to perform work pursuant to this Agreement. The Developer is not an agent or employee of the City.

16. **No Waiver:** No waiver of any provision of this Agreement by the City will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

17. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it shall be deemed effective.

18. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party; any City obligation under this section shall be subject to the overriding provisions of section 15, above. If the court awards relief to both parties, the attorney's fees may be equitably divided between the parties by the decision maker, subject to the overriding provisions of section 15, above.

19. **Vested Rights:** The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development or to transfer ownership of property in the development.

20. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

21. **Time:** For the purpose of computing the Abandonment and Completion Periods, and time periods for City action, such times in which war, civil disasters, or acts of God occur or exist will not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

22. **Severability:** If any part, term, or provision of this Agreement is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

23. **Benefits/burdens:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assigns of the Developer, and shall be a covenant(s) running with the Property. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will expressly release the original Developer's guarantee or obligations under the improvements disbursement agreement if it accepts new security from any developer or lender who obtains the Property. However, no other act of the City will constitute a release of the original Developer from his liability under this Agreement.

24. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer: G Road LLC c/o Chris Carnes
1172 23 1/2 Road
Grand Jct. Colo 81505

If to City: City of Grand Junction
Community Development Director
250 N. 5th Street
Grand Junction, Colorado 81501

25. **Recordation:** Developer shall pay for all costs to record a copy of this Agreement in the Clerk and Recorder's Office of Mesa County, Colorado.

26. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's immunity under any applicable law.

27. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, letter of credit, improvements disbursements agreement, or cash escrow agreement or any action to collect security will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

28. **Improvements guarantee.** The improvements guarantee required by the City to ensure that the improvements described in the improvements agreement are constructed to City standards may be in one of the following forms: (If I or II, then attach as Exhibit C.)

- (I) disbursement agreement between a bank doing business in Mesa County and the City, or
- (II) a good and sufficient letter of credit acceptable to the City, or
- (III) depositing with the City cash equivalent to the estimated cost of construction of the improvements under the following terms:
 - (a) The Finance Department of the City may act as disbursing agent for disbursements to Developer's contractor(s) as required improvements are completed and accepted if agreed to in writing pursuant to a disbursement agreement; and
 - (b) The Finance Department of the City will disburse any deposit or any portion thereof, with no more than three checks, at no charge. If disbursements are made in excess of three checks, the developer will be charged \$100 per transaction for every transaction in excess of three.

29. Conditions of Acceptance.

- a. The City shall have no responsibility or liability with respect to any street, or other improvement(s), notwithstanding the use of the same by the public, unless the street or other improvements shall have been accepted by the City. "Acceptance by the City" means a separate writing wherein the City specifies which improvements have been accepted and the date from which warranty(ies) shall run.
- b. Prior to requesting final acceptance of any street, storm drainage facility, or other required improvement(s), the Developer shall: (i) furnish to the City Engineer as-built drawings in reproducible form, blue-line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specifications; (ii) provide written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon, in and under which the improvements have been constructed, or which are necessary for the improvements, are free from toxic, hazardous or other regulated substances or materials; (iii) provide written evidence to the City Engineer that the title to lands underlying the improvements are merchantable and free and clear from all liens and encumbrances, except those liens and encumbrances which may be approved in writing by the City Engineer.

30. **Phased Development.** If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on his side of the street to enable an initial two-way traffic operation without on-street parking. That Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities necessary to open the street to traffic.

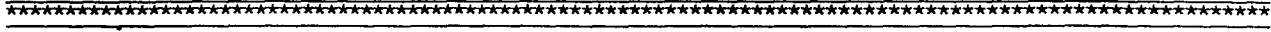
Kathleen M. Porter 6/9/98
 Director of Community Development Date

City of Grand Junction
 250 North 5th Street
 Grand Junction, CO 81501

Chris Carnes 4/15/98
 Developer Date
 (If Corporation, to be signed by President and attested to by Secretary together with the Corporate seals)

EXHIBIT "A"

TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY. USE SINGLE SPACING WITH A ONE (1) INCH MARGIN ON EACH SIDE.



Lots 1 through 4, Block One
Lots 1 through 4, Block Two
Lots 1 through 4, Block Three
Lots 1 through 5, Block Four
North Valley Subdivision, Filing Four

EXHIBIT "B"

IMPROVEMENTS LIST/DETAIL

(Page 1 of 3)

DATE: 4/13/98
 NAME OF DEVELOPMENT: North Valley filing #4
 LOCATION: 24 3/4 Rd. + G Road
 PRINTED NAME OF PERSON PREPARING: Chris Carnes

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
I. SANITARY SEWER				
1. Clearing and grubbing				
2. Cut and remove asphalt				
3. PVC sanitary sewer main (incl. trenching, bedding & backfill)	<u>L.F.</u>	<u>978</u>	<u>16.⁰⁰</u>	<u>15,648.</u>
4. Sewer Services (incl. trenching, bedding, & backfill)	<u>each</u>	<u>17</u>	<u>380.⁰⁰</u>	<u>6,460</u>
5. Sanitary sewer manhole(s)	<u>each</u>	<u>4</u>	<u>1100.</u>	<u>\$4,400.</u>
6. Connection to existing manhole(s)				
7. Aggregate Base Course <u>Bedding</u>	<u>TON</u>	<u>100</u>	<u>9.⁰⁰</u>	<u>900.</u>
8. Pavement replacement				
9. Driveway restoration				
10. Utility adjustments				<u>27,408</u>
II. DOMESTIC WATER				
1. Clearing and grubbing				
2. Cut and remove asphalt				
3. Water Main (incl. excavation, bedding, backfill, valves and appurtenances)	<u>L.F.</u>	<u>1035</u>	<u>12.⁰⁰</u>	<u>12,420.</u>
4. Water services (incl. excavation, bedding, backfill, valves, and appurtenances)	<u>ea</u>	<u>17</u>	<u>380.</u>	<u>\$6,460.</u>
5. Connect to existing water line	<u>ea</u>	<u>2</u>	<u>200</u>	<u>400</u>
6. Aggregate Base Course <u>Valves + T's</u>	<u>L.S.</u>			<u>2550</u>
7. Pavement Replacement <u>2 caps</u>	<u>ea</u>	<u>2</u>	<u>100</u>	<u>200</u>
8. Utility adjustments <u>Fire hydrants</u>	<u>ea</u>	<u>2</u>	<u>1,900.</u>	<u>3,800</u>
III. STREETS				
1. Clearing and grubbing				
2. Earthwork, including excavation and embankment construction <u>24 3/4 Rd.</u>	<u>CY</u>	<u>259</u>	<u>3.12</u>	<u>803</u>
3. Utility relocations				

25,830.

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4. Aggregate sub-base course (square yard)				
5. Aggregate base course (square yard)	CY	1210	18	21,790.
6. Sub-grade stabilization (Prep)	S.Y	5861	.75	4,400.
7. Asphalt or concrete pavement (square yard)	S.Y	3996	4.35	17,383
8. Curb, gutter & sidewalk (linear feet)	L.F	1885	12.65	23,845
9. Driveway sections <i>H. Ramps</i> (square yard)	S.F.	2078	2.95	6,130.
10. Crosspans & fillets				
11. Retaining walls/structures				
12. Storm drainage system	L.S.	@220'		7,946.
13. Signs and other traffic control devices	ea	6	250	1,500.
14. Construction staking	L.S.			2,500.
15. Dust control <i>Misc.</i>	L.S.			3,145
16. Street lights (each)				
IV. LANDSCAPING				
1. Design/Architecture				
2. Earthwork (includes top soil, fine grading, & berming)				
3. Hardscape features (includes walls, fencing, and paving)				
4. Plant material and planting				
5. Irrigation system				
6. Other features (incl. statues, water displays, park equipment, and outdoor furniture)				
7. Curbing				
8. Retaining walls and structures				
9. One year maintenance agreement				
V. MISCELLANEOUS				
1. Design/Engineering	L.S.			2,000.
2. Surveying	L.S.			1,500
3. Developer's inspection costs	L.S.			1,000
4. Quality control testing	L.S.			2,500.
5. Construction traffic control	L.S.			150.
6. Rights-of-way/Easements				

\$89,432

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7. City inspection fees	<u>L.S.</u>			<u>1,000.</u>
8. Permit fees <u>Park + Open Space</u>		<u>17</u>	<u>225.</u>	<u>3,825.</u>
9. Recording costs	<u>L.S.</u>	<u>1</u>		<u>22.</u>
10. Bonds				
11. Newsletters				
12. General Construction Supervision	<u>INC.</u>			
13. Other <u>Utility Sleeve Crossing</u>	<u>L.S.</u>			<u>1,500.</u>
14. Other <u>Mailbox pad</u>	<u>L.S.</u>	<u>1</u>	<u>500.</u>	<u>500.</u>
				<u>13,997.</u>

TOTAL ESTIMATED COST OF IMPROVEMENTS: \$ 156,667.

Chris Cannon 4/15/98
 SIGNATURE OF DEVELOPER DATE
 (If corporation, to be signed by President and attested to by Secretary together with the corporate seals.)

I have reviewed the estimated costs and time schedule shown above and, based on the plan layouts submitted to date and the current costs of construction, I take no exception to the above.

Kevin Ashby 6/9/98
 CITY ENGINEER DATE

Kathleen M. Porter 6/19/98
 COMMUNITY DEVELOPMENT DATE



856 Ouray Avenue, Grand Junction, CO 81501
(970) 242-4389 · FAX (970) 257-1469

BOOK 2452 PAGE 10

April 7, 1998

G Road Development
4939 County Road 154
Glenwood Springs, CO 81601

Attention: Chris Carnes

Project: North Valley Subdivision / Utility Trenches

Dear Chris:

We are pleased to propose all labor and equipment necessary to provide the following:

- Excavate approximately 1070 (one thousand seventy) lineal feet of utility trench.

Note: This trench is to be 48" minimum depth and 18" minimum width.

- Excavate approximately 100 (one hundred) lineal feet of utility trench.

Note: This trench is to be 36" minimum depth and 18" minimum width.

- Provide back fill and compaction to the 12" depth.
- Install the caution tape provided by others.
- Back fill and compact the remaining 12".

TOTAL:

\$4,190.00

Unit costs for this project are as follows:

~~48" Trenches--\$3.64 per foot.~~

~~36" Trenches--\$3.00 per foot.~~

~~48" Joint Trench-- \$4.75 per foot if Public Service, TCI and US West use the same trench.~~

~~*Note:* These unit costs may be applied to the additional Grand Valley Power trenches planned for future expansion. There are approximately 315 lineal feet of 48" future expansion trenches.~~

~~There are approximately 1,422 lineal feet of trenches shown on the drawings.~~

~~**TOTAL:**~~

~~**\$6,754.00**~~

NO JOINT TRENCH @ C

Exclusions: Importing of bedding or fill material. Scheduling of the various utility companies if a joint trench is used.

Respectfully Submitted,

Mark Chiono

Mark Chiono

MAYS CONCRETE, INC.

P.O. Box 4150
GRAND JUNCTION, COLORADO 81502
(970)243-5669 FAX 245-2661

PROPOSAL SUBMITTED TO CHRIS CARNES
PHONE 241-4000
DATE 4/6/98
STREET 1401 NORTH 1ST. STREET
JOB NAME NORTH VALLEY SUBDIVISION NO. 4
ATTENTION CHRIS
CITY, STATE AND ZIP CODE GRAND JUNCTION, CO. 81501
JOB LOCATION 24 3/4 ROAD AND G 3/8 ROAD
ARCHITECT ROLLAND
DATE OF PLANS 3/31/98
PROPOSAL # 98-70
FAX NUMBERS 241-4016

MAYS CONCRETE, INC. SUBMITS THE FOLLOWING PROPOSAL FOR:

Table with 5 columns: Description, Quantity, Units, Unit Price, Total Price. Rows include '6'-6" mountable curb, gutter and sidewalk' and 'ADA ramps'.

We Propose to furnish material and labor -- complete in accordance with specifications, terms and conditions; for the sum of:

INSTALLED QUANTITIES AT THEIR UNIT PRICE BID DOLLARS:

Payment to be made as follows: WITHIN 30 DAYS FROM BILLING DATE

THIS PROPOSAL IS TENDERED UNDER THE TERMS AND CONDITIONS OF THE AIA A 401 CONTRACT

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control.

Note: this proposal may be withdrawn by us if not accepted within:

30 DAYS

Authorized Signature

Micheal A. Davis

Handwritten signature of Micheal A. Davis

Acceptance of Proposal - The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

PLEASE SEE ATTACHED TERMS AND CONDITIONS

GAS DISTRIBUTION FACILITIES EXTENSION AGREEMENT

BOOK 2452 PAGE 12

Ext. No. 98-132

THIS AGREEMENT, made this 7th day of APRIL, 1998, by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, hereinafter referred to as "Company" and

GRD LLC, a * CORPORATION, hereinafter referred to as "Applicant", WITNESSETH:

WHEREAS, Company is a public utility supplying gas service to various areas in the State of Colorado, and

WHEREAS, Applicant has requested Company to construct and install the necessary gas distribution facilities to provide

** PERMANENT service to serve 17 SINGLE FAMILY Lots in NORTH VALLEY SUB. FILING # 4 GRAND JUNCTION, Colorado.

WHEREAS, Company's Service Lateral Connection and Distribution Main Extension Policy requires a Construction Payment for the installation of said facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is mutually agreed as follows:

1) Company agrees to construct with reasonable promptness, the gas distribution facilities for which the Applicant has either made the Construction Payment or will make the Construction Payment within thirty (30) days from the commencement of construction, (including/excluding Service Laterals), and to notify Applicant when construction is completed and service is available (the Extension Completion Date).

2) Applicant agrees, upon execution of this Agreement, to pay to Company the Construction Payment in the amount of \$2427.00 @ \$3900 if P.S. does Trench

3) (a) Said Construction Payment may be refundable to Applicant in part or in its entirety during a ten (10) year period commencing with the Extension Completion Date. Any possible refunds or pass on payments will be made in accordance with the terms and conditions of the Company's Service Lateral Connection and Distribution Main Extension Policy. This policy is on file with the Public Utilities Commission of the State of Colorado and is available for inspection. In no event will any combination of refunds or pass on payments exceed the Construction Payment nor will any refund or pass on payment be made after ten (10) years from the Extension Completion Date, as determined from the Company's records.

(b) In the alternative, the Applicant can directly pass through to purchasers of Applicant's property covered by this extension any costs associated with the extension.

(c) Applicant elects between 3 (a) and 3 (b) above as follows:

1) Company shall collect participation charges caused by connections to the extension covered by this Agreement and pass on those amounts to Applicant pursuant to 3 (a) herein.

2) Company shall not collect any participation charges caused by connections to the extension covered by this Agreement. Applicant hereby represents that costs associated with this extension shall be collected directly by Applicant pursuant to 3 (b) above.

4) Nothing in this Agreement shall be construed to waive the right to receive Construction Allowances, if any, associated with distribution and/or service lateral installations pursuant to the Rules and Regulations currently on file with the Public Utilities Commission of the State of Colorado.

5) Applicant agrees to execute the Company's standard right-of-way agreements granting free of charge to Company, such rights-of-way as may be required, and recognizes this Agreement is contingent upon Company obtaining any other rights-of-way from other parties if required.

6) In the event Applicant should require additional gas distribution facilities other than those for which the Construction Payment has been made hereunder, such facilities shall be provided by separate agreements.

IT IS MUTUALLY AGREED that the application and interpretation of this Agreement, including the definitions of terms used herein, shall be in accordance with Company's Gas Service Rules and Regulations, including Company's Service Lateral Connection and Distribution Main Extension Policy, on file and in effect from time to time with the Public Utilities Commission of the State of Colorado and that said Rules and Regulations constitute a part of this Agreement and are binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

RUBLIC SERVICE COMPANY OF COLORADO
By JON M. PRICER
Jon M. Pricer

APPLICANT
Name/Firm GRD LLC
By [Signature]

* Specify Corporation, partnership, individual or individual doing business as...

** Specify Permanent, Indeterminate, or Temporary.

(TYPE OR PRINT NAME AND TITLE OF SIGNER)
Mailing Address 1172 23 1/2 Rd.
Gr. Jct. Colo 81505



March 30, 1998

Rivers Edge Builders
% Chris Carnes
4939 County Rd 154
Glenwood Springs, CO 81601

Subject: Service to 17 lots in North Valley Subdivision.
20098/2018 PR

Dear Mr. Carnes:

Per your request for electrical service, we are providing you with the following information.

Based on the design by our field representative, the estimate for underground electrical service for 17 lots in North Valley Subdivision Filing 4 is \$29,173.00. This is with Grand Valley Power providing the trench. If you the developer provide the primary trench, the cost estimate is \$23,012.00. At the time that each permanent service is installed, the developer is eligible for the allowance of \$612.00 for each new home or a total of \$10,404.00. For each meter that is set there is a Share of Stock and Service fee of \$25.00 that is required.

Once the construction cost is paid and the contract signed we can then release the project for construction. Equipment/materials requirements and crew availability are primary components as to when a job can be started after payment is received. Please be advised that the required padmount transformers and other necessary equipment will not be ordered for your job until payment is received. If you are aware of your construction/building start date we would wholeheartedly advise that you make provision for payment/contract execution accordingly.

This proposal shall supersede all prior proposals if any and shall be valid for 60 days from the date of this letter indicated above, at such time and thereafter, this proposal shall be null and void.

The Company reserves the right to change unit costs, construction standards and tariffs. We look forward to serving your electrical needs. **Please let us know if you would like to proceed with this project.**

Sincerely,

Charles A. Mitisek
Manager of Engineering



618 Dike Road, P.O. Box 3609
 Grand Junction, CO 81502
 (970) 243-4900
 FAX: (970) 243-5945

21830 Hwy. 550 South, P.O. Box 1909
 Montrose, CO 81402
 (970) 249-1815
 FAX: (970) 240-8497

PROPOSAL SUBMITTED TO: Attention: Trevor Rolland Engineering	FAX # PHONE #	DATE DATE	3/05/93
405 Ridges Boulevard, Suite A	North Valley Subdivision, Filing 4		
Grand Junction, CO 81503	Approximately 24 3/4 Road & G 1/4 Road		
CITY, STATE & ZIP CODE	ARCHITECT	DATE OF PLANS	

We propose to provide the following items in connection with the construction of North Valley Subdivision, Filing 4:

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total</u>
1.	Rough Cut (24 3/4 Road)	259 C.Y.	\$ 3.10/C.Y.	\$ 802.90
2.	Subgrade Prep.	5,861 S.Y.	0.75/S.Y.	4,395.75
3.	Class 6 Aggregate	1,210 C.Y.	18.00/C.Y.	21,780.00
4.	3" Hot Bituminous Pavement	3,996 S.Y.	4.35/S.Y.	17,382.60
5.	Shoulder Behind Curb	1 L.S.	750.00/L.S.	750.00
6.	Sterilant (One Application)	3,996 S.Y.	0.12/S.Y.	479.52
7.	Traffic Control	1 L.S.	150.00/L.S.	150.00
8.	Stop and Street Signs	6 Each	250.00/Each	1,500.00
9.	Patch Around Manholes	6 Each	80.00/Each	480.00
10.	Patch Around Water Valves	6 Each	75.00/Each	450.00
11.	Mobilization	1 L.S.	985.00/L.S.	985.00
TOTAL FOR ABOVE ITEMS				\$49,155.77

NOTES:

- This proposal does not include excavation and stabilization of soft areas.
- Base is to be +/- 0.10 of a foot under concrete areas (no hand grading included).
- Water valves and manholes are to be raised to finish asphalt grade upon the completion of the paving phase by the utility contractor. At that time we will patch around them.
- Surveying and testing are not included in our quote.
- Cost of the project will be based on installed quantities at the unit prices quoted.

All of the above work to be completed in a substantial and workmanlike manner for the sum of _____ as stated above _____ (\$ _____) Dollars.

IMPORTANT: The terms and conditions stated on the reverse side hereof are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by Contractor on the reverse side have been executed. This proposal must be accepted as provided and delivered to United Companies, (30) thirty days from above date, or it shall expire.

gd

Respectfully submitted,
 UNITED COMPANIES OF MESA COUNTY, INC.
 by Robert M. Mather
 Robert M. Mather
 Estimator/Project Manager

To accept the terms of this proposal sign the reverse side of the white copy and return to United Companies.

Proposal

TRAVIS JORDAN TRENCHING

1207 18 Road
FRUITA, COLORADO 81521
(970) 858-3720

PROPOSAL SUBMITTED TO <i>Chris Carnes - Re-Max 400, Inc.</i>		PHONE	DATE <i>3/16/98</i>
STREET <i>1401 North 1st St.</i>		JOB NAME <i>North Valley Subd, Fil. 4</i>	
CITY, STATE and ZIP CODE <i>Grand Junction, Co. 81501</i>		JOB LOCATION <i>24 3/4 Rd.</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	
		<i>Sewer</i>	

We Propose hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:

Twenty seven thousand four hundred eighty ⁰⁰/₁₀₀ dollars (\$27,408.⁰⁰)
 Payment to be made as follows:
Within ten days on completion of job.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Travis Jordan

Note: This proposal may be withdrawn by us if not accepted within *-10-* days.

We hereby submit specifications and estimates for:

<i>978' - 8" Sewer -</i>	<i>\$16.⁰⁰/_{ft.} -</i>	<i>\$15,648.⁰⁰</i>
<i>4 - Man Hole -</i>	<i>1,100.⁰⁰/_{ea.} -</i>	<i>4,400.⁰⁰</i>
<i>17 - Taps -</i>	<i>380.⁰⁰/_{ea.} -</i>	<i>6,460.⁰⁰</i>
<i>100 - Ton-Bedding -</i>	<i>9.⁰⁰/_{ft.} -</i>	<i>900.⁰⁰</i>
<i>Total Amount -</i>	<i>—</i>	<i>\$27,408.⁰⁰</i>

TRAVIS JORDAN TRENCHING

1207 18 Road
FRUITA, COLORADO 81521
(970) 858-3720

BOOK 2452 PAGE 16

PROPOSAL SUBMITTED TO <i>Chris Carnas - Re - May 400, Inc</i>	PHONE	DATE <i>3/16/98</i>
STREET <i>1401 North 1st St.</i>	JOB NAME <i>North Valley Subd., Fil. 4</i>	
CITY, STATE and ZIP CODE <i>Grand Junction, Colorado 81501</i>	JOB LOCATION <i>24 3/4 Rd.</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE
	<i>Water</i>	

We Propose hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:

Seventy three thousand nine hundred thirty + 00/100 dollars (\$ *23,930.00*)
Payment to be made as follows:
Within 10 days on completion of job.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Travis Jordan

Note: This proposal may be withdrawn by us if not accepted within *10* days.

We hereby submit specifications and estimates for:

<i>1035'</i>	<i>8" Water</i>	<i>—</i>	<i>\$12.00/ft.</i>	<i>—</i>	<i>\$12,420.00</i>	<i>✓</i>
<i>2)</i>	<i>1- Fire Hydrant</i>	<i>—</i>	<i>1,900.00</i>	<i>—</i>	<i>1,900.00</i>	<i>✓</i>
	<i>2- Caps</i>	<i>—</i>	<i>100.00</i>	<i>—</i>	<i>200.00</i>	
	<i>17- Taps</i>	<i>—</i>	<i>380.00</i>	<i>—</i>	<i>6,460.00</i>	<i>✓</i>
	<i>5- 8" Gate Valve</i>	<i>—</i>	<i>450.00</i>	<i>—</i>	<i>2,250.00</i>	
	<i>2- 8" T</i>	<i>—</i>	<i>150.00</i>	<i>—</i>	<i>300.00</i>	
<i>3)</i>	<i>2- Tee in</i>	<i>—</i>	<i>200.00</i>	<i>—</i>	<i>400.00</i>	
	<i>Total Amount</i>	<i>—</i>	<i>—</i>	<i>—</i>	<i>\$ 23,930.00</i>	
					<i>+ 1,900 F.H.</i>	
					<i>25,830</i>	

TRAVIS JORDAN TRENCH

1207 18 Road
FRUITA, COLORADO 81521
(970) 858-3720

BOOK 2452 PAGE 17

PROPOSAL SUBMITTED TO <i>Chris Carnes - Re May 400, Inc.</i>		PHONE	DATE <i>3/16/98</i>
STREET <i>1401 North 1st Street</i>		JOB NAME <i>North Valley Subd., Fil. 4</i>	
CITY, STATE and ZIP CODE <i>Grand Junction, Co. 81501</i>		JOB LOCATION <i>24 3/4 Rd.</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE <i>Stran Drain</i>	

We Propose hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:

Seventy thousand nine hundred forty six & 00/100 dollars (\$ *7,946.⁰⁰*)
Payment to be made as follows:
Within ten days on completion of job.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Travis Jordan

Note: This proposal may be withdrawn by us if not accepted within *10* days.

We hereby submit specifications and estimates for:

<i>189' - 12" Storm drain - RCP</i>	<i>\$19.⁰⁰/ft.</i>	<i>\$ 3,591.⁰⁰</i>
<i>1 - Man Hole -</i>	<i>1,100.⁰⁰</i>	<i>1,100.⁰⁰</i>
<i>2 - C. B. -</i>	<i>1,400.⁰⁰</i>	<i>2,800.⁰⁰</i>
<i>35' - 8" Concrete pipe -</i>	<i>13.⁰⁰/ft</i>	<i>455.⁰⁰</i>
<i>Total</i>		<i>\$ 7,946.⁰⁰</i>

DISBURSEMENT AGREEMENT
(Improvements Guarantee)

DEVELOPER: *G Road LLC c/o Chris Cornes*
1172 23 1/2 Rd.

BANK: *Mesa National*
Grand Jct. Colo. 81505

PROPERTY: *North Valley Sub. filing #4*

DISBURSEMENT AMOUNT: For the construction of improvements to the Property in an amount not to exceed \$ *156,667.00*.

This Agreement is entered into by and between *G Road LLC* ("Developer"), *Mesa National Bank* ("Bank") and the City of Grand Junction, Colorado ("City").

RECITALS

Developer has been required by the City to construct certain improvements to *North Valley Sub. filing #4* ("Improvements") in accordance with the Zoning and Development Code, Improvements Agreement and subdivision approval.

The Bank has agreed to loan funds to the Developer for construction of the Improvements.

The City Engineer has approved an estimate of the costs of the Improvements and that amount or an amount not to exceed \$ *156,667*, whichever is greater, shall be referred to as the "Funds."

The parties desire to secure the full and complete performance of the Developer's obligations and to secure that the Funds are disbursed only to pay for the Improvements.

NOW, THEREFORE, THE PARTIES AGREE:

1. **BANK PROMISES.** Bank shall dedicate or set aside the Funds on behalf of Developer and for the City's benefit within twenty-four hours of execution of this Disbursement Agreement.

Bank warrants: that the Funds are to be held in trust solely to secure Developer's obligations under the Improvements Agreement; that the Bank shall act as agent of the City in holding the Funds; that the Funds will not be paid out or disbursed to, or on behalf of, the Developer except as set forth in this document and/or as set forth in the Improvements Agreement; and that the Bank may not modify or revoke its obligation to disburse funds to or on behalf of the Developer or the City. The Bank warrants that the Funds are and will be available exclusively for payment of the costs of satisfactory completion of the Improvements.

2. **DISBURSEMENT PROCEDURES.** The Funds shall be advanced for payment of costs incurred for the construction of Improvements on the Property in accordance with the Improvements List/Detail attached to the Improvements Agreement, the terms of which are incorporated by this reference. All disbursements must comply with the following procedures:

(a) **Request for Advance.** Developer shall deliver to the Bank a written request for the disbursement of funds on forms acceptable to the Bank. Such requests shall be signed by Developer, Developer's General Contractor, Project Engineer and Architect, if applicable, and the City Engineer. By signing the request for disbursement the Developer is certifying: that all costs for which the advance is being requested have been incurred in connection with the construction of the Improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the Improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans. Attached hereto is the list of those individuals, and their respective signatures, required to sign the above described request(s) for disbursement of funds.

DISBURSEMENT AGREEMENT
(page 2 of 4)

BOOK 2452 PAGE 19

(b) **Documentation, Waivers and Checks.** Each request for disbursement of funds shall be accompanied by: (i) one original and one copy of each invoice to be paid; (ii) checks drawn on Developer's construction loan account with the Bank, made payable to the payee(s) and for the amount of each invoice presented for payment; (iii) lien waivers in a form approved by the Bank prepared for signature by each payee; and (iv) postage paid envelopes addressed to each payee for the mailing of checks presented to the Bank.

The Bank shall verify its receipt of all lien waivers relating to any prior disbursements, which lien waivers shall be properly executed and contain no alterations or modifications from those lien waivers that have been previously presented to the Bank.

Upon approval by Developer, the Project Engineer and the Bank of the invoices being presented to the Bank, the Bank shall advance funds into the checking account designated for the payment of the invoices and mail the checks to the payee(s) in the envelopes presented to the Bank, together with lien waivers and copies of supporting invoices.

Under no circumstances shall the Bank make a disbursement for the payment of an invoice if it in good faith believes that: (i) the work has not been completed; (ii) the work has not been completed in a workmanlike manner; (iii) written approval has not been received from the Project Engineer; or (iv) any lien waiver has been altered or modified or has not been returned to the Bank.

(c) **Default.** Upon default of the Developer on any obligation to the Bank or under the Improvements Agreement, the Bank shall disburse no funds to, or at the direction of, the Developer except to the City under the terms of the Improvements Agreement. The Bank shall immediately notify the City, in writing, of any event of default or event of default as provided for in the Improvements Agreement and/or as provided herein.

(d) **Disbursement to City.** In the event the Improvements are not satisfactorily and timely constructed, or upon any default or event of default, the City Engineer shall notify the Bank to immediately cease disbursement of funds to the Developer and disburse the full amount of the remaining undisbursed funds to the City. Upon such notice, the Bank shall promptly honor the demand of the City Engineer to disburse the Funds to the City or a third party or parties designated in writing by the City. Upon final completion and acceptance of the performance required under the Improvements Agreement, the City shall refund to the Bank any funds disbursed, if any, which are not actually expended to pay all costs, expenses and liabilities, including attorney fees, incurred in completing the Improvements.

3. **DEVELOPER CONSENT:** The Developer, by the signature of Chris Carnes/manager (name & title), consents to disbursements and other actions authorized and provided for by the terms of this Agreement and/or the Improvements Agreement.

4. **LIABILITY FOR LOSS:** If the Bank fails to disburse funds in accordance with the procedures set forth, and the City suffers loss or damage, the Bank shall be liable to the City for the City's direct and consequential damages and all fees, costs and expenses, including attorneys fees.

5. **BINDING EFFECT:** This Agreement shall be binding on the heirs, successors, receivers and assigns of all parties and shall terminate when the City has accepted the Improvements and has recorded a release of the Improvements Agreement.

6. **IMMUNITY:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable state law.

DISBURSEMENT AGREEMENT
(page 3 of 4)

Dated this 11th day of June, 1998.

(BANK) Mesa National Bank

By: David Zallan, Vice President
Title

131 N. 6th Street Grand Junction, CO
Address

(DEVELOPER)

By: Chris Carnes Manager G Road LLC
Title

1172 23 1/2 Rd. Gr. Jct. Colo 81505
Address

CITY OF GRAND JUNCTION

By: Kathleen M. Porten
Director of Community Development
Planning Manager

Pursuant to the terms of the foregoing Disbursement Agreement (Improvements Guarantee) by and between
G Road LLC Developer, Mesa National Bank as Bank, and the City of Grand
Junction, the following are the individuals authorized to sign written requests for the disbursement of the Funds:

DEVELOPER:

(name) G Road LLC by
Chris Carnes

Chris Carnes
(signature)

(name)

(signature)

(name)

(signature)

DISBURSEMENT AGREEMENT
(page 4 of 4)

DEVELOPER'S GENERAL CONTRACTOR:

(name) (signature)

DEVELOPER'S PROJECT ENGINEER:

Thomas D. Rowland
(name) *THOMAS D. ROWLAND* (signature)

DEVELOPER'S ARCHITECT:

(name) (signature)

CITY ENGINEER:

Paul Ashbeck *KERRIE ASHBECK*
(name) (signature)

RELEASE OF IMPROVEMENTS AGREEMENT & GUARANTEE

Grand Junction Community Development Department 1927808 11/15/99 0321PM
FILE # RZF-96-216 MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$5.00

This memorandum relates to a certain recorded Improvements Agreement and Guarantee dated 6/9 1998, and recording at Book 2452, Page 1-21 of the land records of Mesa County, Colorado, by and between C. Chris Carnes (Developer) and the City of Grand Junction (City) pertaining to North Valley, Filing 4 (Project).

Legal Description:

North Valley, Filing 4 as recorded in Plat Book 16, Pages 188-189, Mesa County, Colorado

Whereas, Developer has installed and constructed certain public and private improvements at and for the Project, which completion was guaranteed by the execution of an Improvements Agreement and Guarantee, and

Whereas, the City of Grand Junction and all other agencies possessing regulatory authority over the Project and/or the improvements have inspected the improvements and have accepted the same,

NOW THEREFORE, officials of the City of Grand Junction and other officials duly representing their agencies, possessing and representing by their signatures, affixed thereto, that they possess sufficient authority to accept improvements and release the portion of the guarantee pertaining to the improvements under their jurisdiction, do accept, sign and release said improvements agreement and guarantee.

CITY OF GRAND JUNCTION:

By: [Signature] 8-23-99
City Engineer Date
[Signature] 8/23/99
City Utilities Manager Date
[Signature] 9/7/99
Fire Marshal Date

UTE WATER:

By: [Signature] 10/20/99
Date

GRAND JUNCTION DRAINAGE:

By: [Signature] 10/27/99
Date

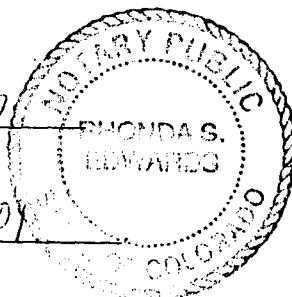
In accordance with the above signatures, I hereby certify that the Improvements Agreement & Guarantee and the recording evidencing the agreement and guarantee, at Book 2452, Page 1-21 of the Mesa County land records, have been completed and accepted and in accordance with the provisions of the Grand Junction Zoning and Development Code are hereby released, subject to the required warranty period.

[Signature] 11-12-99
Director of Community Development Date

The foregoing instrument was executed before me this 12th day of November, 1999 by Katherine M. Partner, Director of Community Development for the City of Grand Junction, Colorado.

Witness my hand & official seal.

[Signature]
Notary Public



My commission expires Sept. 20, 2001